

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re :  
LEHMAN BROTHERS HOLDINGS INC., *et al.*, : Chapter 11 Case No.  
Debtors. : 08-13555 (JMP)  
: (Jointly Administered)  
:  
-----X

NOTICE OF TRANSFER OF CLAIM  
PURSUANT TO FRBP RULE 3001(e)(2)

Please take notice that a claim (the "Claim") has been filed in this case or deemed filed under 11 U.S.C. §1111(a). The Transferee hereby gives evidence and notice pursuant to Fed. R. Bankr. P. 3001(e)(2) of the transfer, other than for security, of the claim referenced in this notice and the evidence of transfer attached hereto as Exhibit A.

Barclays Bank PLC  
**Name of Transferee**

Dexia Bank Belgium SA  
**Name of Transferor**

\$71,097,338.96  
**Proof of Claim Amount**

19936  
**Proof of Claim No.**

You are hereby requested to make all future payments and distributions, and to give all notices and other communications, in respect of the Claim to the Transferee at the address below.

TRANSFeree: Barclays Bank PLC  
745 Seventh Avenue  
New York, NY 10019  
Telephone: (212) 412-2865  
Fax: (212)294-0365  
Email: [daniel.crowley@barclayscapital.com](mailto:daniel.crowley@barclayscapital.com)  
[daniel.miranda@barclayscapital.com](mailto:daniel.miranda@barclayscapital.com)

**EXHIBIT A**

[Evidence of Transfer of Claim]



Evidence of Transfer of LBSF Claim

**EVIDENCE OF TRANSFER OF CLAIM**

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **Dexia Bank Belgium SA** ("**Seller**") does hereby unconditionally and irrevocably sell, transfer and assign unto **Barclays Bank PLC** ("**Buyer**") all rights, title and interest in and to the claims of Seller **19936** in the principal amount of \$71,097,338.96 plus all interest, fees and other amounts related thereto (the "**Claim**") against Lehman Brothers Special Funding Inc. (the "**Debtor**") whose Chapter 11 bankruptcy case is pending in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") (or any other court with jurisdiction over the bankruptcy proceedings) as in re Lehman Brothers Special Financing Inc., Case No 08-13888.

Seller hereby waives any objection to the transfer of the Claim assigned herein (the "**Transferred Claim**") to Buyer on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the Transferred Claim and recognizing the Buyer as the sole owner and holder of the Transferred Claim. Seller further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Transferred Claim, and all payments or distributions of money or property in respect of the Transferred Claim, shall be delivered or made to the Buyer.

IN WITNESS WHEREOF, the undersigned has duly executed this Transfer of Claim by its duly authorized representative dated the 5th day of May, 2010.

<b>SELLER:</b>  <b>DEXIA BANK BELGIUM SA</b>  _____ Name: <b>DEBBIE BEROIT</b> Title: <b>MEMBER OF THE MANAGEMENT COMMITTEE</b>	<b>BUYER:</b>  <b>BARCLAYS BANK PLC</b>  _____ Name: <b>DANIEL CROWLEY</b> Title: <b>MANAGING DIRECTOR</b>
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**Joris LAENEN**  
Head of Dealing Room

**United States Bankruptcy Court/Southern District of New York**

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re: Chapter 11  
Lehman Brothers Holdings Inc., et al. Case No. 08-13555 (JMP)  
Debtors. (Jointly Administered)  
Name of Debtor Against Which Claim is Held Case No. of Debtor  
Lehman Brothers Special Financing Inc. 08-13888

NOTE: This form should not be used to file a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense must be filed pursuant to 11 U.S.C. § 503(c)(2).

**PROOF OF CLAIM**

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000019936



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Dexia Bank Belgium SA  
Boulevard Pachéco, 44  
1000 Brussels - BELGIUM  
Attention: Karine Driesen (in-house counsel)

Telephone number: 0032.2.222.30.39 Email Address: karine.driesen@dexia.com

Name and address where payment should be sent (if different from above)

Telephone number: Email Address:

☐ Check this box to indicate that this claim amends a previously filed claim.

**Court Claim**

Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

**NOTICE OF SCHEDULED CLAIM:**  
Your Claim is scheduled by the indicated Debtor as:

1. **Amount of Claim as of Date Case Filed:** \$ 71,097,338.96 plus interest, fees and costs

If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6.

☒ Check this box if all or part of your claim is based on a Derivative Contract.\*  
☐ Check this box if all or part of your claim is based on a Guarantee.\*

**\*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.**

☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is based on a Derivative Contract or Guarantee.

2. **Basis for Claim:** Derivative Contracts

(See instruction #2 on reverse side.)

3. **Last four digits of any number by which creditor identifies debtor:** \_\_\_\_\_

3a. Debtor may have scheduled account as: \_\_\_\_\_

(See instruction #3a on reverse side.)

4. **Secured Claim** (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: \_\_\_\_\_

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

6. **Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9):** \$ \_\_\_\_\_  
(See instruction #6 on reverse side.)

7. **Credits:** The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. **Documents:** Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.  
**DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.**

If the documents are not available, please explain:

Date: September 13th 2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

*Ann De Roeck*  
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**Ann De Roeck**

Secretary General

Member of the Management Board

Dexia Bank SA

**Jean-François MARTIN**

Member of the Management Board

Dexia Bank SA

**FOR COURT USE ONLY**

**FILED / RECEIVED**

**SEP 21 2009**

**EPIQ BANKRUPTCY SOLUTIONS, LLC**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

Lehman Brothers Special Financing Inc.,

Debtor

Chapter 11

Case No. 08-13888 (JMP)

Jointly Administered

**ATTACHMENT TO PROOF OF CLAIM  
OF OF DEXIA BANK BELGIUM S.A.**

Dexia Bank Belgium S.A. (formerly Crédit Communal de Belgique S.A.) ("DBB" or "Claimant")<sup>1</sup> by an authorized representative submits this proof of claim (the "Claim") against Lehman Brothers Special Financing Inc.

**Background**

1. On September 15, 2008, Lehman Brothers Holdings Inc. ("LBHI" and, together with its affiliated chapter 11 debtors, the "Debtors") filed a petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

2. Thereafter, on October 3, 2008, Lehman Brothers Special Financing Inc. ("LBSF") filed a petition for relief under chapter 11 of the Bankruptcy Code.

**DBB's Claim**

3. Claimant and LBSF (the "Parties") are party to an ISDA Master Agreement dated as of June 6, 2000 (the "ISDA Master" and, together with the appurtenant Schedule and Credit Support Annex, if applicable, the "ISDA Documentation").

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<sup>1</sup> DBB received a document just prior to the bar date bearing the identification number 1000221236.

4. The Parties entered into various transactions pursuant to the ISDA Documentation and certain confirmations.

5. LBSF's obligations under the ISDA Documentation are guaranteed by LBHI pursuant to that certain Guarantee of Lehman Brothers Holdings Inc. dated on or about March 1, 2001 (the "Guarantee"). Pursuant to the Guarantee, LBHI unconditionally guaranteed to Claimant the due and punctual payment of all amounts due and payable by LBSF under each of the transactions entered into under the ISDA Documentation.

6. As set forth in further detail in the Calculation Statement (defined below), as a result of the Automatic Early Termination pursuant to the occurrence of an Event of Default under the ISDA Master, an Early Termination Date occurred pursuant to §6(a) of the ISDA Master as of September 15, 2008 in respect of all outstanding transactions under the ISDA Documentation.

7. On May 14, 2009, Claimant delivered a statement pursuant to §6(d)(i) of the ISDA Master containing Claimant's calculation of the termination amount due and payable between the Parties under the ISDA Documentation (the "Calculation Statement").

8. As stated in the Calculation Statement, the amount payable to Claimant under the ISDA Documentation by LBSF is EUR 49,369,723.60 (including accrued interest as of the date of the Calculation Statement).<sup>2</sup>

9. As such, the Claimant holds a claim against LBSF in the amount of **\$71,097,338.96**<sup>3</sup> (including accrued interest as of the date of the Calculation Statement) plus additional interest, fees, costs and expenses.<sup>4</sup>

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<sup>2</sup> As more fully described in the Calculation Statement, the amount owing by LBSF has been reduced by the setoff of obligations owing by Dexia Banque International à Luxembourg S.A. to LBSF pursuant to that certain ISDA Master Agreement dated as of October 28, 2002. To the extent that such setoff is not

10. In accordance with the order establishing the deadline for filing proofs of claim against the Debtors dated July 2, 2009 (the "Bar Date Order"), documentation supporting this claim will be submitted in connection with the completion of the Derivative Questionnaire (as defined in the Bar Date Order).

**Reservation of Rights**

11. Claimant expressly reserves the right to amend or supplement this Claim at any time, in any respect and for any reason, including but not limited to, for the purposes of (a) fixing, increasing, or amending the amounts referred to herein, and (b) adding or amending documents and other information and further describing the claims. Claimant does not waive any right to amounts due for any claim asserted herein by not stating a specific amount due for any such claim at this time, and Claimant reserves the right to amend or supplement this proof of claim, if Claimant should deem it necessary or appropriate, to assert and state an amount for any such claim.

12. This Claim is made without prejudice to the filing by Claimant and any related entities of additional proofs of claim for any additional claims against the Debtors and non-debtor entities affiliated with the Debtors of any kind or nature, including, without limitation, claims for administrative expenses, additional interest, late charges, and related costs and expenses, and any and all other charges and obligations reserved under the applicable documents and other transaction documents, and claims for reimbursement in amounts that are not fully ascertainable.

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permitted, the claim of Claimant will be increased by such corresponding amount up to an amount equal to EUR 51,669,256.10.

<sup>3</sup> Claim amount is calculated using a conversion rate of 1.440100 as of September 15, 2008.

<sup>4</sup> Claimant reserves the right to assert a claim for reasonable out-of-pocket expenses including legal fees incurred by reason of the enforcement and protection of its rights under the ISDA Documentation or by reason of the early termination.



13. The filing of this Claim is not intended to be and shall not be deemed to be or construed as a waiver or release of any right to claim specific assets; any rights of setoff, recoupment, or counterclaim; or any other right, rights of action, causes of action, or claims, whether existing now or hereinafter arising, that Claimant has or may have against LBSF, its affiliated entities or any other person, or persons, and Claimant expressly reserves all such rights.

14. Nothing herein modifies, alters, amends and/or waives any right Claimant may have under applicable law or any agreement or understanding to assert and recover from LBSF, its affiliated entities or any other person or persons, upon rights, claims, and monies.

15. In executing and filing this claim, Claimant does not submit itself to the jurisdiction of this Court for any other purpose than with respect to this Claim. This Claim is not intended to be, and shall not be construed as (i) an election of remedies, (ii) a waiver of any past, present or future defaults, or (iii) a waiver or limitation of any rights remedies, claims or interests of Claimant.

#### Notices

16. All notices, communications and distributions with respect to this Claim should be sent to:

Dexia Bank Belgium S.A.  
Boulevard Pachéco, 44  
1000 Brussels - BELGIUM  
Telephone: 0032.2.222.30.39  
Attention: Karine Driesen (in-house counsel)

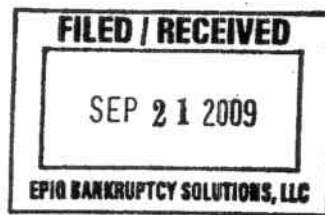
With a copy to:

Clifford Chance US LLP  
31 W. 52nd Street  
New York, New York 10019  
Telephone: (212) 878-8000  
Attention: Jennifer C. DeMarco, Esq.  
Sarah N. Campbell, Esq.





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